

DECLARATION

DECLARATION OF RAAQIM KNIGHT

I, Raaqim Knight, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California and before this Court. I am an associate in the law firm of Manatt, Phelps & Phillips, LLP, counsel for Plaintiff Ticketmaster L.L.C. ("Ticketmaster") in this matter. I have personal knowledge of the facts set forth in this Declaration. If called as a witness, I can and will testify competently to all of these facts.

2. Attached hereto as **Exhibit A** is a true and correct copy of relevant portions of the Declaration of Kevin McLain, filed in support of Plaintiff's Motion for Preliminary Injunction.

3. Attached hereto as **Exhibit B** is a true and correct copy of the Court's Order Granting Motion to Dismiss

4. Attached hereto as **Exhibit C** is a true and correct copy of the Order Granting Plaintiff's Motion for Preliminary Injunction.

5. On January 25, 2008, Don Brown, of Manatt, Phelps & Phillips, sent via e-mail a draft stipulated protective order to David Tarlow, counsel for Defendant RMG Technologies, Inc. ("RMG"), for his consideration. Mr. Tarlow did not respond to Mr. Brown's January 25, 2008 e-mail. Attached hereto as **Exhibit D** is a true and correct copy of the January 25, 2008 e-mail.

1 6. On February 4, 2008, Mr. Brown sent Mr. Tarlow another e-
2 mail, superseding his January 28, 2008 e-mail, which attached a revised draft
3 stipulated protective order. Mr. Tarlow did not respond to Mr. Brown's February
4 4, 2008 e-mail, or otherwise provide any comments regarding either of the draft
5 protective orders that Mr. Brown forwarded. To date, RMG has not provided
6 Ticketmaster with any comments to the draft Stipulated Protective Order that
7 Ticketmaster sent to RMG's counsel, nor has RMG provided any alternative
8 protective order for Ticketmaster's consideration. Attached hereto as **Exhibit E** are
9 true and correct copies of the February 4, 2008 e-mail and the accompanying
10 revised draft stipulated protective order.

11 7. On March 5, 2008, I met and conferred with Mr. Tarlow
12 regarding Ticketmaster's responses to Defendant RMG Technologies, Inc.'s
13 Request for Production of Documents (Set One), pursuant to L.R. 37-1.

14 8. At the outset of the mandatory conference of counsel, I inquired
15 into the status of the draft Stipulated Protective Order that Mr. Brown had
16 forwarded to Mr. Tarlow, but for which RMG had not provided any comments or
17 other response. I pointed out that the lack of an operative protective order was
18 delaying Ticketmaster's production of responsive documents. Mr. Tarlow
19 responded that RMG's principals had become angered by the Court's adverse
20 rulings in this matter and because of that, they were unwilling to negotiate any
21 protective order with Ticketmaster. As a compromise, I suggested that RMG
22 provide a draft of a protective order that it would be amenable to. However, Mr.
23 Tarlow stated that he had informed RMG's principals that Ticketmaster would
24 likely bring a motion for a protective order, and that the Court would likely grant
25 such a motion, but that, nevertheless, his client would not give him the authority to
26 enter into a stipulated protective order with Ticketmaster.

1 9. During the mandatory conference of counsel, Mr. Tarlow and I
2 discussed Ticketmaster's responses to Document Request Nos. 1, 2, 3 and 6.
3 However, contrary to Mr. Tarlow's claim in the joint stipulation, RMG never
4 inquired into whether Ticketmaster intended on producing any document upon the
5 execution of a protective order. Instead, following Mr. Tarlow's informing me that
6 RMG's principals were angered by the adverse rulings of the Court in this matter
7 and would not agree to enter into any protective order with Ticketmaster, the entry
8 of a protective order was not raised any further. Furthermore, contrary to Mr.
9 Tarlow's claim in the joint stipulation, I never suggested that the documents
10 requested by these requests were relevant, as they are not. Instead, as Mr. Tarlow
11 acknowledged in his declaration supporting RMG's portion of the Joint Stipulation
12 Regarding Plaintiff's Motion to Compel, I stated that these documents were not
13 relevant and would not be produced. Attached hereto as **Exhibit F** is a true and
14 correct copy of the relevant portion of Mr. Tarlow's declaration in support of the
15 Joint Stipulation Regarding Plaintiff's Motion to Compel.

16 10. During the mandatory conference of counsel, Mr. Tarlow and I
17 discussed Ticketmaster's responses to Document Request No. 12. I informed Mr.
18 Tarlow that the requested documents were irrelevant and highly sensitive. In
19 response, Mr. Tarlow stated that Ticketmaster's failure to claim a loss of goodwill
20 on tax returns would constitute an admission by Ticketmaster that Ticketmaster had
21 not lost any goodwill. While indicating that I understood Mr. Tarlow's logic, I
22 reiterated that the documents would have little to no relevance and would be highly
23 confidential. I also stated that I was skeptical as to whether a corporation's tax
24 returns would indicate lost goodwill in any event. In the spirit of compromise,
25 however, I informed Mr. Tarlow that I would research the issue further, and that
26 Ticketmaster would supplement its response if the law so required. I have
27 researched this issue and believe that Ticketmaster's objections are valid.

1 11. During the mandatory conference of counsel, Mr. Tarlow and I
2 discussed Ticketmaster's responses to Document Request No. 33. I informed Mr.
3 Tarlow that Ticketmaster was agreeable to producing documents responsive to this
4 request subject to a protective order. However, the documents responsive to this
5 request contain confidential information. I informed Mr. Tarlow that Ticketmaster
6 would not produce confidential documents unless and until the entry of a protective
7 order.


8 12. During the mandatory conference of counsel, Mr. Tarlow and I
9 discussed Ticketmaster's responses to Document Request Nos. 46, 47 and 48. Mr.
10 Tarlow admitted that these requests related to RMG's antitrust counterclaim. I
11 stated that these requests were premature because, at that time, the Court's ruling on
12 Ticketmaster's motion to dismiss was pending. Mr. Tarlow countered that, even if
13 its counterclaim were ultimately dismissed, RMG still asserted antitrust violations
14 as an affirmative defense. In response, I informed Mr. Tarlow that any affirmative
15 defense predicated on antitrust violations would suffer the same infirmities as
16 RMG's counterclaim and thus the same basis for Ticketmaster's objections would
17 apply.

18 13. During the mandatory conference of counsel, Mr. Tarlow and I
19 discussed Ticketmaster's responses to Document Request Nos. 49 through 66. I
20 stated that, similar to Document Request Nos. 46, 47 and 48, these requests were
21 premature because, at that time, the Court's ruling on Ticketmaster's motion to
22 dismiss was pending. Mr. Tarlow countered that, even if its counterclaim were
23 ultimately dismissed, RMG still asserted antitrust violations as an affirmative
24 defense. I informed Mr. Tarlow that any affirmative defense predicated on antitrust
25 violations would suffer the same infirmities as RMG's counterclaim and thus the
26 same basis for Ticketmaster's objections would apply.

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1 14. During the mandatory conference of counsel, Mr. Tarlow and I
2 discussed Ticketmaster's responses to Document Request Nos. 8-24, 32, 34-40, 44-
3 45, 49-50, in which Ticketmaster indicated that it would produce responsive
4 documents. Mr. Tarlow requested that Ticketmaster produce non-confidential
5 documents, despite the lack of an operative protective order. I agreed that
6 Ticketmaster would produce non-confidential responsive documents without a
7 protective order. However, I informed Mr. Tarlow that Ticketmaster and its
8 counsel were in the process of reviewing tens of thousands of pages of documents
9 in order to make a production and that additional time would be needed before such
10 documents could be produced.

11 I declare under the penalty of perjury under the laws of the United
12 States that the foregoing is true and correct, and that this declaration was executed
13 by me on March 31, 2008, in Los Angeles, California.



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16 Raaqim A. S. Knight
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